

New Business

11-5-19

Referral.

**PUBLIC HEALTH
AND SAFETY
STANDING
COMMITTEE**

OFFICE OF CONTRACTING
AND PROCUREMENT

November 1, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001196 100% City Funding – AMEND 1 – To Provide an Extension of Time for Services to Supply Rodenticide for Rat Bait Stations in the City of Detroit. – Contractor: Audio Visual Equipment & Supplies dba AVE – Location: 25325 Shiawassee Circle Suite 203, Southfield, MI 48033 – Contract Period: Upon City Council Approval through January 15, 2022 – Total Contract Amount: \$201,200.00. **BUILDING SAFETY ENGINEERING AND ENVIRONMENT** (*Previous Contract Period: January 16, 2018 – January 15, 2020*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6001196 referred to in the foregoing communication dated November 1, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

November 1, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3038125 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 14716 Cedargrove, 14646 Hazelridge and 14660 Hazelridge. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through October 15, 2020 – Total Contract Amount: \$44,050.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3038125 referred to in the foregoing communication dated November 1, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

November 1, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002423 100% Major Street Funding – To Provide Solar Light Pedestrian Crossing Signs for the Department of Public Works. – Contractor: Carrier & Gable, Inc. – Location: 24110 Research Drive, Farmington Hills, MI 48335 – Contract Period: Upon City Council Approval through October 21, 2021 – Total Contract Amount: \$36,130.00. **PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002423 referred to in the foregoing communication dated November 1, 2019, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

November 1, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002416 100% City Funding – To Provide Salt for the 2019-2020 Season in Accordance with MiDEAL Contract #1718000000768. – Contractor: Detroit Salt Company, LLC – Location: 12841 Sanders Street, Detroit, MI 48217 – Contract Period: Upon City Council Approval through December 1, 2020 – Total Contract Amount: \$2,683,427.40. **PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002416 referred to in the foregoing communication dated November 1, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

November 1, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6000254 100% Federal Funding – AMEND 1 – To Provide an Extension of Time to Facilitate the Replacement of Existing Unappealing Bus Shelters and Benches. – Contractor: Brasco International, Inc. – Location: 32400 Industrial Drive, Madison Heights, MI 48071 – Contract Period: Upon City Council Approval through October 31, 2024 – Total Contract Amount: \$515,325.00. **TRANSPORTATION** (*Previous Contract Period: November 1, 2016 – October 31, 2019*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 6000254 referred to in the foregoing communication dated November 1, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

November 1, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002161 59% Federal Funding - 41% City Funding – To Provide Assistance with the Development and Implementation of a Pilot Microtransit Service. – Contractor: Transdev, Inc. – Location: 720 E Butterfield Suite 300, Lombard, IL 60148 – Contract Period: Upon City Council Approval through October 31, 2021 – Total Contract Amount: \$1,400,000.00.
TRANSPORTATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002161 referred to in the foregoing communication dated November 1, 2019, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

October 30, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001033 100% City Funding – AMEND 1 – To Provide an Extension of Time and Increase of Funds for Vehicle Wash Services for the City of Detroit’s Police Department. – Contractor: Jefferson Car Wash – Location: 14615 E Jefferson, Detroit, MI 48215 – Contract Period: Upon City Council Approval through October 31, 2020 – Contract Increase Amount: \$66,804.00 – Total Contract Amount: \$200,412.00. **POLICE** (*Previous Contract Period: November 1, 2017 – October 31, 2019*)

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6001033 referred to in the foregoing communication dated October 30, 2019, be hereby and is approved.



CITY OF DETROIT
LAW DEPARTMENT

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November 1, 2019

Detroit City Council
1340 Coleman A. Young
Municipal Center
Detroit, Michigan

Re: Proposed Ordinance to Amend Chapter 23 of The 2019 Detroit City Code, *Human Rights*, by amending Article VIII, *Biased Based Policing and Solicitation of Immigration Status*.

Honorable City Council:

Pursuant to the request of Member Castaneda-Lopez, the above-referenced ordinance is being submitted to Your Honorable Body for consideration. This proposed ordinance will amend Chapter 23 of The 2019 Detroit City Code, *Human Rights*, by amending Article VIII, *Biased Based Policing and Solicitation of Immigration Status*, to be amended and renamed, *Unbiased Provision of City Services*.

We are available to answer any questions that you may have concerning this proposed ordinance. Thank you for your consideration.

Respectfully,

Tonja R. Long

Supervising Assistant Corporation Counsel

CITY CLERK 2019 NOV 1 PM 1:57

SUMMARY

This proposed ordinance amends Chapter 23 of the 2019 Detroit City Code, *Human Rights*, by amending Article VIII, *Biased Based Policing and Solicitation of Immigration Status*, to be renamed *Unbiased Provision of City Services*, and by amending Section 23-8-1, *Statement of purpose*, Section 23-8-2, *Definitions*, Section 23-8-3, *Violations and penalties*, Section 23-8-4, *Biased-based policing by public servants who are police officers, on the basis of appearance, English language proficiency, ethnicity, immigration status, manner of dress, national origin, perceived national origin, age, height, weight, familial status, marital status, disability, physical characteristics, race, color, religious beliefs, sexual orientation, or gender identity or expression prohibited; exception*, Section 23-8-5, *Solicitation of immigration status by public servants who are police officers prohibited; exceptions*, Section 23-8-6, *Solicitation of immigration status by public servants who are not police officers prohibited; exceptions*, Section 23-8-7, *Implementation of article*, and Section 23-8-8, *Reporting requirements*.

CITY CLERK 2019 NOV 1 PM 4:57

1 **BY COUNCIL MEMBER _____:**

2 **AN ORDINANCE** to amend Chapter 23 of the 2019 Detroit City Code, *Human Rights*,
3 by amending Article VIII, *Biased Based Policing and Solicitation of Immigration Status*, to be
4 renamed *Unbiased Provision of City Services*, and by amending Section 23-8-1, *Statement of*
5 *purpose*, Section 23-8-2, *Definitions*, Section 23-8-3, *Violations and penalties*, Section 23-8-4,
6 *Biased-based policing by public servants who are police officers, on the basis of appearance*,
7 *English language proficiency, ethnicity, immigration status, manner of dress, national origin*,
8 *perceived national origin, age, height, weight, familial status, marital status, disability, physical*
9 *characteristics, race, color, religious beliefs, sexual orientation, or gender identity or expression*
10 *prohibited; exception*, Section 23-8-5, *Solicitation of immigration status by public servants who*
11 *are police officers prohibited; exceptions*, Section 23-8-6, *Solicitation of immigration status by*
12 *public servants who are not police officers prohibited; exceptions*, Section 23-8-7, *Implementation*
13 *of article*, and Section 23-8-8, *Reporting requirements*.

14 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
15 **THAT:**

16 **Section 1:** That Chapter 23 of the 2019 Detroit City Code, *Human Rights*, Article VIII,
17 *Biased Based Policing and Solicitation of Immigration Status*, be renamed to *Unbiased Provision*
18 *of City Services* and Sections 23-8-1 through 23-8-8 be amended to read as follows:

19 **CHAPTER 23. HUMAN RIGHTS**

20 **ARTICLE VIII. ~~BIAS-BASED POLICING AND SOLICITATION~~**
21 **~~OF IMMIGRATION STATUS~~**
22 **UNBIASED PROVISION OF CITY SERVICES**
23

1 **Sec. 23-8-1. Statement of purpose.**

2 It is the policy of the City to respect the rights of, and provide equal services to, all persons
3 regardless of appearance, English language proficiency, ethnicity, immigration status, manner of
4 dress, national origin, perceived national origin, age, height, weight, familial status, marital status,
5 disability, physical characteristics, race, color, religious beliefs, sexual orientation, or gender
6 identity or expression; to ensure the enforcement of rights under the United States Constitution,
7 including due process and equal protection; to promote community safety; to encourage victims
8 of crime and witnesses to cooperate with law enforcement authority without regard to immigration
9 status; to prevent bias-based policing; and to promote acceptance. In order to permit members of
10 immigrant communities to access services that are provided by City government to which they are
11 entitled, and to ensure that City public servants are acting consistent with federal law regarding
12 local governments cooperating with federal immigration authorities, the City enacts this article as
13 an effective way to guide City public servants in adhering to rights under the United States
14 Constitution, including due process and equal protection, and under federal law, while protecting
15 the safety and health of all members of the Detroit community.

16 **Sec. 23-8-2. Definitions.**

17 For purposes of this article, the following words and phrases shall have the meanings
18 respectively ascribed to them by this section:

19 ~~Blight violation means any unlawful act, or any omission or failure to act, which is~~
20 ~~designated by this Code as a blight violation pursuant to Section 41(2) of the Michigan Home Rule~~
21 ~~City Act, being MCL 117.41(2).~~

1 ~~Civil infraction means an act or omission that is prohibited by this Code, which is not a~~
2 ~~crime as defined in Section 5 of the Michigan Penal Code, being MCL 750.5, and for which civil~~
3 ~~sanctions may be ordered.~~

4 ~~Criminal offense means a felony or misdemeanor as set forth in federal or state law, or this~~
5 ~~Code, but does not mean a blight violation or civil infraction.~~

6 City entity means all agencies within and without City government that provide City
7 programs and services.

8 Gender identity or expression means a an actual or perceived gender-related identity,
9 appearance, expression, or behavior of an individual, regardless of the designation of gender on
10 one's birth certificate, driver's license, or state or municipal identification.

11 Municipal identification card means an individual resident's identification card as defined
12 in Section 23-9-2 of this Code.

13 ~~Person means any individual, including, but not limited to, victims and witnesses of crimes;~~

14 Police officer means a sworn member of the Police Department, or any policing agency
15 within the City.

16 Public servant means the Mayor, members of the City Council, the City Clerk, any member
17 of any City agency, board, commission, or other voting body that is established by the Charter or
18 by this Code, and any appointee, any employee, or any individual who provides services to the
19 City within or outside of its offices or facilities pursuant to a personal services contract.

20 Sexual orientation means ~~a person's actual or perceived status as heterosexual,~~
21 ~~homosexual, or bisexual~~ a pattern of emotional, romantic and or sexual attraction to men, women,
22 both, or neither.

1 *Violent criminal offense* means a violent felony as defined in Section 543(b)(h) of the
2 Michigan Penal Code, being MCL 750.543(b)(h).

3 **Sec. 23-8-3. Violations and penalties.**

4 (a) Where a public servant is alleged to have violated this article, a complaint may be
5 filed with the Department of Civil Rights, Inclusion and Opportunity in accordance with Section
6 23-2-11 of this Code.

7 (b) Where a public servant is alleged to have violated this article, the matter shall be
8 referred, as appropriate, for review, investigation, and disposition to the City Council in
9 accordance with Section 2-107(B) of the Charter, ~~or for forfeiture procedures proceeding for an~~
10 office held by ~~of~~ an elective City officer, or to the appointing authority in accordance with Section
11 2-107(C) of the Charter for removal proceedings of a City appointee. Any disciplinary action shall
12 be carried out in accordance with the provisions of the Charter and other laws, City personnel
13 rules, civil service rules, union contracts, or other departmental or agency rules and regulations.

14 (c) Where a complaint is referred to City Council in accordance with Section 2-107(C)
15 of the Charter, City Council shall exercise its powers of investigation pursuant to Sections 4-109
16 and 4-110 of the Charter to hold hearing and investigate the matter.

17 **Sec. 23-8-4. Bias-based policing by public servants who are police officers, on the basis of**
18 **appearance, English language proficiency, ethnicity, immigration status, manner of dress,**
19 **national origin, perception of national origin, age, height, weight, familial status, marital**
20 **status, disability, physical characteristics, race, color, religious beliefs, sexual orientation, or**
21 **gender identity or expression prohibited; exception.**

22 (a) A public servant who is a police officer shall not exercise differential treatment of
23 individuals in rendering police services based on a person's appearance, English language

1 proficiency, ethnicity, immigration status, manner of dress, national origin, perceived national
2 origin, age, height, weight, familial status, marital status, disability, physical characteristics, race,
3 color, religious beliefs, sexual orientation, or gender identity or expression.

4 (b) A public servant who is a police officer shall not base reasonable suspicion for an
5 investigative detention, probable cause for an arrest, or any other police action, on a person's
6 appearance, English language proficiency, ethnicity, immigration status, manner of dress, national
7 origin, perceived national origin, age, height, weight, familial status, marital status, disability,
8 physical characteristics, race, color, religious beliefs, sexual orientation, or gender identity or
9 expression.

10 (c) A public servant who is a police officer may take into account the reported
11 appearance, ethnicity, immigration status, manner of dress, national origin, age, height, weight,
12 familial status, marital status, disability, physical characteristics, race, color, religious beliefs,
13 sexual orientation, or gender identity or expression for the purpose of identifying a described
14 individual.

15 **Sec. 23-8-5. Solicitation of immigration status by public servants who are police**
16 **officers prohibited; exceptions.**

17 (a) A public servant who is a police officer:

18 (1) Shall not solicit information concerning immigration status for the purpose of
19 ascertaining a person's compliance with federal immigration law; or

20 (2) Shall not solicit information concerning immigration status from a person who is
21 seeking police services, or is a victim, or is a witness.

1 (3) Shall not subject a person to a higher level of scrutiny or to different treatment
2 should a person utilize a passport or municipal identification card as a form of
3 identification.

4 (b) Notwithstanding the prohibitions set forth in Subsection (a) of this section, public
5 servants who are police officers are expressly permitted to ~~engage in the following activities, which~~
6 ~~shall not constitute a violation of this article:~~

7 ~~(1) — Solicitation of information concerning immigration status when performing public~~
8 ~~safety functions while assisting federal law enforcement in the investigation of a~~
9 ~~criminal offense; or~~

10 ~~(2) — Solicitation of solicit information concerning immigration status from the subject~~
11 of an investigation only when relevant to the investigation or prosecution of a
12 violent criminal offense, or when processing an arrested person on suspension of
13 committing a violent criminal offense as defined in this article.

14 **Sec. 23-8-6. Solicitation of immigration status by public servants who are not police officers**
15 **prohibited; exceptions.**

16 (a) A public servant who is not a police officer:

17 (1) Is prohibited from inquiring into the immigration status of any person, or engaging
18 in activities designed to ascertain the immigration status of any person, while acting
19 within the scope of such public servant's authority, or employment, as a public
20 servant.

21 (2) Shall not subject a person to a higher level of scrutiny or to different treatment
22 should a person utilize a passport or municipal identification card as a form of
23 identification.

1 (b) Notwithstanding the prohibitions set forth in Subsection (a) of this section, public
2 servants who are not police officers are expressly permitted to engage in the following activities;
3 ~~which shall not constitute a violation of this article:~~

4 (1) Solicitation of information concerning immigration status where specifically
5 required by any federal, state, or City law or program as a condition of eligibility
6 for the service sought; or

7 (2) Solicitation of information concerning immigration status for the purpose of
8 completing I-9 Forms, and, when relevant, in making hiring and payroll
9 withholding decisions, including, but not limited to, completing I-9 Forms,
10 questioning a person to complete the I-9 Form, obtaining documents that support
11 the I-9 Form, and allowing federal authorities to audit an I-9 Form in accordance
12 with law; .

13 ~~(3) Solicitation of information concerning immigration status for a subpoena issued in~~
14 ~~a criminal proceeding, civil litigation, or an administrative proceeding for the~~
15 ~~production of City documents or for testimony of a public servant, including where~~
16 ~~related to immigration issues or other security issues; or~~

17 ~~(4) Solicitation of information concerning immigration status by a public servant who~~
18 ~~is a police officer as set forth in Section 23-8-5 of this Code.~~

19 **Sec. 23-8-7. Implementation of article.**

20 (a) This article shall be implemented by the Human Resources Department and by any
21 City entity through training for new public servants, ongoing training and educational programs to
22 inform public servants regarding its prohibitions and requirements.

1 **Sec. 23-8-8. Reporting requirements.**

2 (a) On or before April 1st of each year, the Human Resources Department and the
3 human resources division of any City entity whose duties and responsibilities include training
4 pursuant to this article, shall provide a report to the City Council detailing the nature, frequency,
5 attendance requirements, and outreach initiatives undertaken for training City personnel on the
6 requirements and prohibitions of this article.

7 (b) On or before April 1st of each year, the Department of Civil Rights, Inclusion and
8 Opportunity, and any other City entity whose duties and responsibilities include receipt of
9 complaints pursuant to Section 29-8-? Of this article, shall issue a report to the City Council,
10 including the number of complaints of bias in the provision of City services received during the
11 preceding calendar year, a general description of the complaints, as well as a description of the
12 disposition of the complaints.

13 **Secs. 23-8-9—23-8-30. Reserved.**

14 **Section 2.** All ordinances, parts of ordinances, that conflict with this ordinance are
15 repealed.

16 **Section 3.** This ordinance is hereby declared necessary for the preservation of the public
17 peace, health, safety, and welfare of the People of the City of Detroit.

18 **Section 4.** Where this ordinance is passed by two thirds (2/3) majority of City Council
19 Members serving, it shall be given immediate effect and shall become effective upon publication
20 in accordance with Section 4-118(1) of the 2012 Detroit City Charter. Where this ordinance is
21 passed by less than two thirds (2/3) majority of City Council members serving, it shall become

- 1 effective thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 Detroit
- 2 City Charter.

Approved as to form:

A handwritten signature in dark ink, appearing to read "Lawrence T. García", written over a horizontal line.

Lawrence T. García
Corporation Counsel



CITY OF DETROIT
LAW DEPARTMENT

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November 1, 2019

Detroit City Council
1340 Coleman A. Young
Municipal Center
Detroit, Michigan

Re: Proposed Ordinance to Amend Chapter 17 of The 2019 Detroit City Code, *Finance*, Article V, *Purchase and Supplies*, by adding Division 12, *Community Input Over Governmental Surveillance*.

Honorable City Council:

Pursuant to the request of Pro tem Sheffield, the above-referenced ordinance is being submitted to Your Honorable Body for consideration. This proposed ordinance will amend Chapter 17 of The 2019 Detroit City Code, *Finance*, Article V, *Purchase and Supplies*, by adding Division 12, *Community Input Over Governmental Surveillance*.

We are available to answer any questions that you may have concerning this proposed ordinance. Thank you for your consideration.

Respectfully,

Tonja R. Long
Supervising Assistant Corporation Counsel

CITY CLERK 2019 NOV 4 PM 4:57

SUMMARY

This proposed ordinance amends Chapter 17 of the 2019 Detroit City Code, *Finance*, by amending Article V, *Purchase and Supplies*, to add Division 12, *Community Input Over Government Surveillance*, consisting of Sections 17-5-451 through 17-5-459; to define essential terms, to require submission of a Surveillance Technology Specification Report with procurement requests to City Council and to provide for a public hearing, or waiver of same, to identify the minimum required contents of the Surveillance Technology Specification Report, to require an annual Surveillance Technology Procurement Report from relevant City departments to City Council of all new acquisitions of surveillance technology, to require an Annual Surveillance Use Report from relevant City departments to City Council of government surveillance activities, to establish a public reporting system for government surveillance procurements, to provide for use of unapproved surveillance technology in exigent circumstances, to prohibit certain contractual provisions and provide exceptions to such prohibition, and to establish whistleblower protections.

CITY CLERK 2019 NOV 1 PM 4:57

1 **BY COUNCIL MEMBER _____:**

2 **AN ORDINANCE** to amend Chapter 17 of the 2019 Detroit City Code, *Finance*, by
3 amending Article V, *Purchase and Supplies*, to add Division 12, *Community Input Over*
4 *Government Surveillance*, consisting of Sections 17-5-451 through 17-5-459; to define essential
5 terms, to require submission of a Surveillance Technology Specification Report with procurement
6 requests to City Council and to provide for a public hearing, or waiver of same, to identify the
7 minimum required contents of the Surveillance Technology Specification Report, to require an
8 annual Surveillance Technology Procurement Report from relevant City departments to City
9 Council of all new acquisitions of surveillance technology, to require an Annual Surveillance Use
10 Report from relevant City departments to City Council of government surveillance activities, to
11 establish a public reporting system for government surveillance procurements, to provide for use
12 of unapproved surveillance technology in exigent circumstances, to prohibit certain contractual
13 provisions and to provide exceptions to such prohibitions, and to establish whistleblower
14 protections.

15 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
16 **THAT:**

17 **Section 1:** That Chapter 17 of the 2019 Detroit City Code, *Finance*, Article V, *Purchases*
18 *and Supplies*, Division 12, *Community Input Over Government Surveillance*, Sections 17-5-451
19 through 17-5-459 be added to read as follows:

20 **CHAPTER 17. FINANCE**

21 **ARTICLE V. PURCHASE AND SUPPLIES**

22 **DIVISION 12. COMMUNITY INPUT OVER GOVERNMENT SURVEILLANCE**

1 **Sec. 17-5-451. Definitions.**

2 For the purpose of this division, the following words and phrases shall have the meanings
3 respectively ascribed to them by this section:

4 *Surveillance data* means any electronic data collected, captured, recorded, retained,
5 processed, intercepted, analyzed, or shared by surveillance technology.

6 *Surveillance technology* means any electronic surveillance device, hardware, or software
7 that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing,
8 monitoring, or sharing audio, visual, digital, location, thermal, biometric, or similar information
9 or communications specifically associated with, or capable of being associated with, any specific
10 individual or group; or any system, device, or vehicle that is equipped with an electronic
11 surveillance device, hardware, or software.

12 (1) Surveillance technology includes, but is not limited to:

13 a. International mobile subscriber identity (IMSI) catchers and other cell site
14 simulators;

15 b. Automatic license plate readers;

16 c. Electronic toll readers;

17 d. Except as identified in Subsection (2)(f) of this definition, Closed-circuit
18 television cameras,;

19 e. Biometric surveillance technology, including facial, voice, iris, and gait-
20 recognition software and databases;

21 f. Mobile DNA capture technology;

22 g. Gunshot detection and location hardware and services;

23 h. X-ray vans;

- i. Video and audio monitoring and/or recording technology, such as surveillance cameras and wide-angle cameras;
- j. Surveillance enabled or capable lightbulbs or light fixtures;
- k. Tools, including software and hardware, used to gain unauthorized access to a computer, computer service, or computer network;
- l. Social media monitoring software;
- m. Through-the-wall radar or similar imaging technology,
- n. Passive scanners of radio networks,
- o. Long-range Bluetooth and other wireless-scanning devices,
- p. Radio-frequency I.D. (RFID) scanners, and
- q. Software designed to integrate or analyze data from Surveillance Technology, including but not limited to remote video and/or audio monitoring, social media monitoring, surveillance target tracking, and predictive policing software.

(2) Surveillance technology does not include the following devices or hardware, unless they have been equipped with, or are modified to become or include, a surveillance technology as defined in this section:

- a. Routine office hardware, such as televisions, computers, and printers, that is in widespread public use and will not be used for any surveillance or surveillance-related functions;
- b. Parking Ticket Devices (PTDs);
- c. Cell phones;

- 1 d. Manually-operated, non-wearable, handheld digital cameras, audio
2 recorders, and video recorders that are not designed to be used
3 surreptitiously and whose functionality is limited to manually capturing and
4 manually downloading video and/or audio recordings;
- 5 e. Body worn cameras and in-vehicle video cameras;
- 6 f. Closed circuit television cameras, utilized for security purposes, located
7 inside or upon a City government building or accessory structure other than
8 a school or a library;
- 9 g. Any technology that is procured exclusively for the purpose of controlling
10 City employee access to, or the use of, a secured City government building
11 or vehicle, even when used in conjunction with another surveillance
12 technology.
- 13 h. Surveillance devices that cannot record or transmit audio or video or be
14 remotely accessed, such as image stabilizing binoculars or night vision
15 goggles;
- 16 i. City department databases that do not and will not contain any data or other
17 information collected, captured, recorded, retained, processed, intercepted,
18 or analyzed by surveillance technology; and
- 19 j. Manually-operated technological devices that are used primarily for internal
20 City department communications and are not designed to surreptitiously
21 collect surveillance data, such as radios and email systems.

1 Surveillance technology procurement means the purchase or acquisition of a surveillance
2 technology whether or not the surveillance technology procurement is made through the exchange
3 of monies or other consideration.

4 **Sec. 17-5-452. City Council approval of all surveillance technology procurements;**
5 **submission of, and reliance upon, Surveillance Technology Specification Reports, public**
6 **hearing, waiver.**

7 (a) Except for Subsection (g) of this section, no City department may engage in a
8 surveillance technology procurement until:

9 (1) The City department has provided the City Council with a Surveillance Technology
10 Specification Report, as described in Section 17-5-453 of this Code;

11 (2) The City Council has conducted a properly-noticed public hearing regarding the
12 requested procurement; and

13 (3) The City Council has voted to approve the surveillance technology procurement.

14 (b) All applicable Surveillance Technology Specification Reports associated with a
15 surveillance technology, as well as any other applicable existing policies, standards, and
16 procedures, shall be submitted to the City Council by the requesting City department or, in the
17 case of the Police Department, in conjunction with a copy of any applicable existing governing
18 policy approved by the Board of Police Commissioners, concurrently with any request for the
19 approval of the procurement of a surveillance technology.

20 (c) Except for Subsection (g) of this section, surveillance Technology Specification
21 Reports submitted for procurement of new surveillance technology shall be made available to the
22 public, at a designated page on the City website and, where a public hearing is required under
23 Subsection (a) of this section, at least 14 days prior to the public hearing. Any Surveillance

1 Technology Specification Report that is submitted with a surveillance technology procurement
2 approval request approved by City Council shall be made available to the public for as long as the
3 related surveillance technology remains in use by or in the possession of the City department.

4 (d) The City Council shall only approve a procurement request for a surveillance
5 technology under this section if the Body determines the benefits of the surveillance technology
6 outweigh its costs, that the proposal will safeguard civil liberties and civil rights, and that the uses
7 and deployments of the surveillance technology will not be based upon discriminatory or
8 viewpoint-based factors or have a disparate impact on any community or group.

9 (e) Any City Council approval of a procurement request for a surveillance technology
10 made pursuant to this division shall be pre-conditioned and done in reliance upon the information,
11 obligations, and limitations set forth in the Surveillance Technology Specification Report provided
12 to the City Council pursuant to Subsection (b) of this section. Where the Police Department wishes
13 to use a procured surveillance technology in a manner that is inconsistent with its Surveillance
14 Technology Specification Report, and where Section 17-5-457 is inapplicable, it must seek and
15 receive permission to do so from the Board of Police Commissioners.

16 (f) Permission to acquire or use a new make or model of a surveillance technology
17 does not have to be sought where its functionality and capabilities do not differ in any significant
18 way from a previously approved version of an equivalent surveillance technology.

19 (g) In the event of a non-disclosure agreement, the City Department shall submit the
20 Surveillance Technology Specification Report as a confidential writing to the City Council.

21 (h) The public hearing requirements provided for in Subsection (a) of this section may
22 be waived pursuant to a vote of 2/3 of City Council members serving.

1 **Sec. 17-5-453. Surveillance Technology Specification Reports.**

2 (a) The contents of the Surveillance Technology Report shall reflect the complete and
3 accurate proposed use of surveillance technology being submitted.

4 (b) The surveillance Technology Report shall be a publicly released report, written by
5 the requesting City department or, in the case of the Police Department, in conjunction with the
6 Board of Police Commissioners, that includes, at a minimum, the following:

7 (1) *Description:* Information describing the surveillance technology and its
8 capabilities;

9 (2) *Purpose:* Any specific purpose the surveillance technology is intended to advance;

10 (3) *Deployment:* If the surveillance technology will not be uniformly deployed or
11 targeted throughout the City, what factors will be used to determine where the
12 technology is deployed or targeted;

13 (4) *Fiscal Impact:* The fiscal impact of the surveillance technology;

14 (5) *Civil Rights/Liberties Impacts:* An assessment identifying with specificity:

15 a. Any potential adverse impacts the surveillance technology, if deployed,
16 might have on civil liberties and civil rights; and

17 b. What specific, affirmative measures will be implemented to safeguard the
18 public from the potential adverse impacts identified in this section;

19 (6) *Authorized Use:* Given its functionality, for what purposes will the surveillance
20 technology be deployed, and what known potential uses will be prohibited;

21 a. what types of surveillance data will be collected, captured, recorded,
22 intercepted, or retained by the surveillance technology;

b. What surveillance data may be inadvertently collected during the authorized uses of the surveillance technology, and what measures will be taken to minimize the inadvertent collection of such data; and

c. How will inadvertently collected surveillance data be expeditiously identified and deleted;

(7) Data Collection:

a. What types of surveillance data will be collected, captured, recorded, intercepted, or retained by the surveillance technology;

b. What surveillance data may be inadvertently collected during the authorized uses of the surveillance technology, and what measures will be taken to minimize the inadvertent collection of data; and

c. How inadvertently collected surveillance data will be expeditiously identified and deleted;

(8) Data Protection: What safeguards will be used to protect surveillance data from unauthorized access, including encryption and access control mechanisms.

(9) Data Retention: Insofar as the privacy of the public can be severely compromised by the long-term storage of mass surveillance data, what rules and procedures will govern the retention of surveillance data, including those governing:

a. The limited time period, if any, surveillance data will be retained. Such information shall include a statement explaining why the designated retention period is no greater than that which is absolutely necessary to achieve the specific purpose(s) enumerated in the Surveillance Technology Specification Report;

b. The specific conditions that must be met to retain surveillance data beyond the retention period identified pursuant to Subsection (9)(a) of this section; and

c. The process utilized to regularly delete surveillance data after the retention period stated in Subsection (9)(a) of this section has elapsed and the auditing procedures that will be implemented to ensure data is not improperly retained;

(10) Surveillance Data Sharing: If a City department is seeking authorization to share access to surveillance technology or surveillance data with any other governmental agencies, departments, bureaus, divisions, or units, or non-governmental persons or entities in the absence of a judicial warrant or other legal mandate, it shall detail:

a. Which governmental agencies, departments, bureaus, divisions, or units, or non-governmental persons or entities will be approved for:

(i) Surveillance technology sharing, and

(ii) Surveillance data sharing;

b. How such sharing is necessary for the stated purpose and use of the surveillance technology;

c. How it will ensure any entity sharing access to the surveillance technology or surveillance data complies with the applicable Surveillance Technology Specification Report and does not further disclose the surveillance data to unauthorized persons and entities; and

d. What processes will be used to seek City Council approval of future surveillance technology or surveillance data sharing agreements;

1 (11) Demands for Access to Surveillance Data: What legal standard must be met by
2 government entities or third parties seeking or demanding access to surveillance
3 data;

4 (12) Auditing and Oversight: What mechanisms will be implemented to ensure the
5 Surveillance Technology Specification Report is followed, including what
6 independent persons or entities will be given oversight authority, if and how regular
7 audits will be conducted, and in the case of the Police Department, also how the
8 Board of Police Commissioners will be involved in the auditing and oversight
9 process;

10 (13) Training: Would specialized training be required in connection with the use of the
11 surveillance technology;

12 (14) Complaints: What procedures will allow members of the public to register
13 complaints or concerns, or submit questions about the deployment or use of a
14 specific surveillance technology, and how the City department will ensure each
15 question and complaint is responded to in a timely manner.

16 **Sec. 17-5-454. Annual Surveillance Technology Procurement Report.**

17 (a) Not later than March 31st of each year, any City department, with the exception of
18 the police department, using a surveillance technology must submit to the City Council and make
19 available on its public website, an Annual Surveillance Technology Procurement Report.

20 (1) The Annual Surveillance Technology Procurement Report shall include the
21 following information for the previous calendar year:

22 a. The total dollar value of all contracts associated with procurement of new
23 surveillance technology;

1 b. The total number of contracts entered into for the procurement of new
2 surveillance technology; and

3 c. The number of occasions where surveillance technology was acquired
4 temporarily from other jurisdictions or entities, as well as the name(s) of the
5 applicable jurisdiction(s) or entity(s).

6 (b) Included in the annual report required under Section 7-806 of the Charter, *Duties*
7 of the Chief of Police, the Police Department must submit an Annual Surveillance Technology
8 Procurement Report.

9 (1) The Annual Surveillance Technology Procurement Report shall include the
10 following information for the previous calendar year:

11 a. The total dollar value of all contracts associated with procurement of new
12 surveillance technology;

13 b. The total number of contracts entered into for the procurement of new
14 surveillance technology; and

15 c. The number of occasions where surveillance technology was acquired
16 temporarily from other jurisdictions or entities, as well as the name(s) of the
17 applicable jurisdiction(s) or entity(s).

18 **Sec. 17-5-455. Annual Surveillance Use Report.**

19 (a) Not later than March 31st of each year, any City Department, with the exception of
20 the police department, using a surveillance technology must submit to the City Council, and make
21 available on its public website, an Annual Surveillance Use Report for each specific surveillance
22 technology procured at any time during the previous calendar year.

1 (1) The Annual Surveillance Use Report shall include the following information for
2 the previous calendar year:

3 a. A brief overview of how the surveillance technology collected data;

4 b. The total number of days the surveillance technology was used;

5 c. The number of times surveillance data from the surveillance technology was
6 shared with external entities, the name(s) of all recipient entities, the type(s)
7 of data disclosed, and the general reason for the disclosure(s);

8 d. The number of times surveillance data was acquired from external entities
9 the name(s) of all entities sharing surveillance data, the type(s) of data
10 acquired, and the general reason for acquisition;

11 e. The geographic deployment of surveillance technology, by individual
12 census tract as defined in the relevant year by the United States Census
13 Bureau. For each census tract, the City department shall report how many
14 individual days the surveillance technology was deployed;

15 f. In the case of social media monitoring only, the number of days the
16 surveillance technology was used to monitor internet activity, as well as the
17 number of specifically targeted people who were monitored;

18 g. A summary of complaints or concerns that were received about the
19 surveillance technology;

20 h. The results of any internal audits, any information about violations of the
21 applicable Surveillance Technology Specification Reports, and any actions
22 taken in response;

1 i. Total annual costs for the surveillance technology, including personnel and
2 other ongoing costs, and the sources of funding for the technology in the
3 next fiscal year; and

4 j. Any misuse of the technology during the reporting period.

5 (b) Included in the annual report required under Section 7-806 of the Charter, *Duties*
6 *of the Chief of Police*, the Police Department must submit an Annual Surveillance Use Report for
7 each specific surveillance technology procured at any time during the previous calendar year.

8 (1) The Annual Surveillance Use Report shall include the following information for
9 the previous calendar year:

10 a. A brief overview of how the surveillance technology collected data;

11 b. The total number of days the surveillance technology was used;

12 c. The number of times surveillance data from the surveillance technology was
13 shared with external entities, the name(s) of all recipient entities, the type(s)
14 of data disclosed, and the general reason for the disclosure(s), unless
15 disclosing such information would disrupt the operation of a valid,
16 confidential agreement between or among law enforcement agencies;

17 d. The number of times surveillance data was acquired from external entities
18 the name(s) of all entities sharing surveillance data, the type(s) of data
19 acquired, and the general reason for acquisition;

20 e. The geographic deployment of surveillance technology, by precinct scout
21 car area, including how many individual days the surveillance technology
22 was deployed;

1 f. In the case of social media monitoring only, the number of days the
2 surveillance technology was used to monitor internet activity, as well as the
3 number of specifically targeted people who were monitored;

4 g. A summary of complaints or concerns that were received about the
5 surveillance technology;

6 h. The results of any internal audits, any information about violations of the
7 applicable Surveillance Technology Specification Reports, and any actions
8 taken in response;

9 i. Total annual costs for the surveillance technology, including personnel and
10 other ongoing costs, and the sources of funding for the technology in the
11 next fiscal year; and

12 j. Any misuse of the technology during the reporting period.

13 (c) For purposes of this section, “external entities” shall not include persons acting in
14 their individual capacities.

15 **Sec. 17-5-456. Public report of government surveillance authorizations.**

16 Not later than April 30th of each year, the City Council or its appointed designee, shall
17 release an annual public report, in print and on the City website, containing the following
18 information for the preceding calendar year:

19 (1) The number of requests for approval submitted to the City Council for the (a)
20 funding, (b) acquisition, and (c) new uses of surveillance technology;

21 (2) The number of times the City Council approved requests submitted for the (a)
22 funding, (b) acquisition, and (c) new uses of surveillance technology;

1 (3) The number of times the City Council rejected requests submitted for the (a)
2 funding, (b) acquisition, and (c) new uses of surveillance technology; and

3 (4) All Annual Surveillance Use Reports issued within the previous year.

4 **Sec. 17-5-457. Use of unapproved surveillance technology in exigent circumstances.**

5 (a) A City department may temporarily acquire, or temporarily use, surveillance
6 technology in exigent circumstances without following the provisions of this ordinance provided
7 that the City department does all of the following:

8 (1) Use the surveillance technology to solely respond to the exigent circumstances;

9 (2) Cease using the surveillance technology within seven calendar days, or when the
10 exigent circumstances end, whichever is sooner, if an exigent circumstance lasts
11 longer than seven days, the City department shall request an extension from the
12 City Council, and in the case of the Police Department, also the Board of Police
13 commissioners;

14 (3) Keep and maintain only data related to the exigent circumstances and dispose of
15 any data that is not relevant to an ongoing investigation, unless its retention is:

16 a. Necessary to address the exigent circumstance,

17 b. Authorized by a court based on a finding of probable cause to believe the
18 information constitutes evidence of a crime; or

19 c. Otherwise required by law;

20 (4) Not disclose to any third party any information acquired during exigent
21 circumstances unless such disclosure is:

22 a. authorized by a court based on a finding of probable cause to believe the
23 information constitutes evidence of a crime; or

1 b. otherwise required by law; and

2 (5) Within 45 days of the initiation of the exigent circumstances submit a written report
3 to the City Council summarizing that acquisition and/or use;

4 (b) Any technology temporarily acquired in exigent circumstances shall be returned
5 within seven days following its acquisition, or when the exigent circumstances end, whichever is
6 sooner, if an exigent circumstance lasts longer than seven days, the City department shall request
7 an extension from the City Council, and in the case of the Police Department, also the Board of
8 Police commissioners;

9 **Sec. 17-5-458. Certain contracts prohibited; exceptions.**

10 (a) It shall be unlawful for any City department to enter into any contract or agreement
11 that conflicts with the provisions of this ordinance.

12 (1) Notwithstanding the prohibition in Subsection 17-5-458(a) of this section, the
13 Police Department may enter into a contract or agreement containing a non-
14 disclosure agreement if:

15 a. the Police department provides a copy of the proposed contract or
16 agreement, and related non-disclosure agreement to the City Council;

17 b. The Police Department provides a confidential writing to the City Council
18 explaining why the use of a non-disclosure agreement is essential and in the
19 public interest and why no alternatives to using the non-disclosure
20 agreement are available or practicable; and

21 c. The City Council votes to allow the use of the non-disclosure agreement
22 pursuant to 2/3 vote of City Council Members serving.

1 (2) Where, pursuant to Subsection 17-5-458(a)(1) of this section, the use of a non-
2 disclosure agreement is approved, any public disclosures of information required
3 by this ordinance that would violate the terms of the non-disclosure agreement shall
4 be provided in a confidential writing to the City Council.

5 (b) It shall be unlawful for any City department to enter into any contract or agreement
6 that facilitates the exchange of surveillance data in return for monetary or any other form of
7 consideration, including the assessment of additional fees or surcharges on unpaid fines or debts.

8 **Sec. 17-5-459. Prohibitions; whistleblower protections.**

9 (a) It shall be unlawful for any City Department to violate any provision of this
10 ordinance, including but not limited to, funding, acquiring, or using a surveillance technology that
11 has not been approved pursuant to this ordinance or utilizing a surveillance technology in a manner
12 or for a purpose that has not been enumerated in a Surveillance Technology Specification Report
13 that accompanied an approved surveillance technology procurement request submitted pursuant to
14 Section 17-5-452 of this Code.

15 (b) City employees or agents shall not use any surveillance technology in a manner that
16 is inconsistent with or exceeds the terms of the Surveillance Technology Specification Report that
17 accompanied an approved surveillance technology procurement pursuant to Section 17-5-452 or
18 Section 17-5-457 of this Code, and may in no circumstances utilize surveillance technology in a
19 manner which is discriminatory, viewpoint-based, or violates the Charter, State Constitution, or
20 United States Constitution.

21 (c) Any City employee or agent who violates this ordinance shall be subject to
22 appropriate disciplinary measures.

(d) No City department or anyone acting on behalf of a City department may take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment, including but not limited to discrimination with respect to compensation, terms, conditions, access to information, restrictions on due process rights, privileges of employment, or civil or criminal liability, because the employee or applicant was perceived to, about to, or assisted in, any lawful disclosure of information concerning the funding, acquisition, or use of a surveillance technology or surveillance data, to any relevant City department, City law enforcement, prosecutorial, or investigatory office, or City Council Member, based upon a good faith belief that the disclosure evidenced a violation of this ordinance.


Secs. 17-5-460 – 17-5-470. Reserved.

Section 2. All ordinances, parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is hereby declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. Where this ordinance is passed by two thirds (2/3) majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-118(1) of the 2012 Detroit City Charter. Where this ordinance is passed by less than two thirds (2/3) majority of City Council members serving, it shall become effective thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 Detroit City Charter.

Approved as to form:



Lawrence T. García
Corporation Counsel



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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September 19, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2020 Pedestrian & Bicycle Overtime Enforcement Grant

The Michigan Office of Highway Safety Planning has awarded the City of Detroit Police Department with the FY 2020 Pedestrian & Bicycle Overtime Enforcement Grant for a total of \$45,000.00. The state share is \$45,000.00 of the approved amount, and there is a required cash match of \$11,250.00. The total project cost is \$56,250.00.

The objective of the grant is to reduce pedestrian and bicyclist accidents with motor vehicles. The funding allotted to the department will be utilized to provide overtime enforcement personnel costs in order to reduce accidents and educate pedestrians, bicyclists, and motorists about traffic safety rules.

If approval is granted to accept and appropriate this funding, the appropriation number is 20689, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

This request has been approved by the Office of Budget

2019 SEP 20 10 00 AM

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan Office of Highway Safety Planning, in the amount of \$45,000.00, to reduce pedestrian and bicyclist accidents with motor vehicles; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director for the Office of Development and Grants is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20689, in the amount of \$56,250.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Pedestrian & Bicycle Overtime Enforcement Grant.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 11, 2019

Ms. Qiana Rivers
Detroit Police Department - Grants & Contracts
1301 Third Street
Detroit, Michigan 48226

Subject: PS-20-04

Dear Ms. Rivers:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$45,000 in federal funds for Highway Safety Project grant number PS-20-04, "FY20 Pedestrian & Bicycle Overtime Enforcement: City of Detroit," for the grant period of October 1, 2019 through September 30, 2020.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.
3. Quarterly progress and financial reports are due: January 30, April 30, July 30, and October 30.
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Emily Shinevar at 517-284-3071. We look forward to working with you during the course of the project.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Enclosures

cc: Ms. Katerli Bounds
Mr. Aharon Elchonen

PAGE 1A - FOR OHSP USE ONLY**FISCAL YEAR:**
2020**PROJECT TITLE:**

FY20 Pedestrian & Bicycle Overtime Enforcement: City of Detroit

GRANT NUMBER:

PS-20-04

APPLICANT:

Detroit Police Department - Grants & Contracts

APPROVED GRANT PERIOD:

10/01/2019 through 09/30/2020

FUNDING BREAKDOWN

FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED	FAIN#
405h-20.616	20-PS	3	\$45,000	69A3751830000405hMIO

APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	\$45,000	\$11,250	\$56,250
CONTRACTUAL SERVICES	0	0	0
OPERATING COSTS	0	0	0
EQUIPMENT	0	0	0
INDIRECT COSTS	0		0
TOTAL APPROVED COSTS	\$45,000	\$11,250	\$56,250

OHSP APPROVAL

SIGNATURE	TITLE	DATE APPROVED
	Division Director	9/10/19



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

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September 12, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate FY 2018 Fire Prevention & Safety Grant

The Department of Homeland Security has awarded the City of Detroit Fire Department with the FY 2018 Fire Prevention & Safety Grant for a total of \$287,904.76. The Federal share is 95 percent or \$287,904.76 of the approved amount, and there is a required cash match of five percent or \$14,395.24. The total project cost is \$302,300.00.

The objective of the grant is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The funding allotted to the department will be utilized to purchase smoke detectors for installation in homes in targeted areas, a portable X-ray device for the fire inspection team, high rise fire safety training videos, and fire safety campaign literature.

If approval is granted to accept and appropriate this funding, the appropriation number is 20685, with the match amount coming from appropriation number 00064.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

RESOLUTION

Council Member _____

WHEREAS, the Detroit Fire Department is requesting authorization to accept a grant of reimbursement from the Department of Homeland Security, in the amount of \$287,904.76, to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20685, in the amount of \$302,300.00, which includes a cash match coming from Appropriation 00064, for the FY 2018 Fire Prevention & Safety Grant.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Derek Hillman
DETROIT, CITY OF
1301 3RD ST
DETROIT, MI 48226



EMW-2018-FP-00588

Dear Derek Hillman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Fire Prevention & Safety (FP&S) Grant funding opportunity has been approved in the amount of \$287,904.76 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5% of the Federal funds awarded, or \$14,395.24 for a total approved budget of \$302,300.00. Please see the FY 2018 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2018 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Fire Prevention & Safety

Recipient: DETROIT, CITY OF

DUNS number: 058786077

Award number: EMW-2018-FP-00588

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Fire Prevention and Safety funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Year 1	Total
Personnel	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$60,000.00	\$60,000.00
Supplies	\$242,300.00	\$242,300.00
Contractual	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Other	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00
Federal	\$287,904.76	\$287,904.76
Non-federal	\$14,395.24	\$14,395.24
Total	\$302,300.00	\$302,300.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 FP&S NOFO.

Approved request details:

Fire prevention and safety activity

Fire & Arson Investigation

Fire & Arson Investigation

Other (Explain)

X-Ray digital imager

DESCRIPTION

The system combines the advantages of high-end digital X-ray technology with portability and flexibility, and is ideally suited for outdoor use.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	\$60,000.00	\$ 60,000.00
2	0	\$0.00	\$ 0.00
TOTAL	1	\$60,000.00	\$60,000.00

BUDGET CLASS

Equipment

Other (Explain)

Human Remains Detection (HRD) K-9/handler team

Ineligible**DESCRIPTION**

To secure a K-9, train the K-9 and handler, initial certifications, lodging and transportation
Options: 1. Purchase a commercially bred/trained police dog \$30,000 (\$20,000 K-9
purchase and K-9 and handler training/ \$10,000 lodging/meals)

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	\$30,000.00	\$30,000.00
2	0	\$0.00	\$0.00
TOTAL	1	\$30,000.00	\$30,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Line item marked ineligible

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for the K-9 (live animal) requested in the application.

Community Risk Reduction**Smoke Alarm Campaign**

Other (Explain)

High Rise Fire Safety Training Videos

DESCRIPTION

Training tools to provide security, staff, workers and occupants periodic rehearsal of practices and procedures of fire safety. Providing them with a state of readiness using hands-on practice, drills and testing.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	100	\$50.00	\$ 5,000.00
2	0	\$0.00	\$ 0.00
TOTAL	100	\$50.00	\$5,000.00

BUDGET CLASS

Supplies

Other (Explain)

Fire Safety Billboards

DESCRIPTION

Media billboards throughout the City. Would have the fire safety information and the "Fire everyone fight" logo.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	30	\$3,250.00	\$ 97,500.00
2	0	\$0.00	\$ 0.00
TOTAL	30	\$3,250.00	\$97,500.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 30 to 0**Year 2 price from \$3,250.00 to \$0.00**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Smoke Detectors

DESCRIPTION

Nuisance free and hassle free 10-year smoke alarm. It's two types of protection in one alarm. Featuring a prolonged lifespan of ten years, this model utilizes a ten year sealed battery that ensures a decade's worth of uninterrupted awareness. The 10 year sealed lithium battery, eliminates annoying low battery chirps and costly battery replacements for the 10-year life of the alarm.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	5,000	\$16.00	\$ 80,000.00
2	0	\$0.00	\$ 0.00
TOTAL	5,000	\$16.00	\$80,000.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 5,000 to 0

Year 2 price from \$16.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Smoke Alarm Detector Campaign Literature

DESCRIPTION

The Smoke Alarm Campaign Literature is part of our comprehensive smoke detector campaign to prevent fires, and if a fire should occur the means to quickly and safely escape a fire once the detector sounds. The Smoke Alarm Campaign Literature be purchased and utilized as follows: Escape Drill in the Home 10,000 Fire Safety Check list 10,000 Smoke Detector Installation Waivers 8,000 Fire Safety Guides 10,000 Fire Safety Coloring Books 10,000

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	24,000	\$1.00	\$ 24,000.00
2	0	\$0.00	\$ 0.00
TOTAL	24,000	\$1.00	\$24,000.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 24,000 to 0

Year 2 price from \$1.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Carbon Monoxide Detector

DESCRIPTION

The AC/DC Plug-In Electrochemical Carbon Monoxide Alarm with 9V Battery Backup meets our state's codes for carbon monoxide alarms. This model allows for an easy installation as it can be plugged in wherever necessary. The detector is the perfect solution because we do not have the capability to hard wire a carbon monoxide detector. We will be able to protect more of our residents using this CO detector, because it can simply be plugged in. Equipped with a 9V battery backup, the CO detector will operate smoothly even during a power outage.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1,000	\$23.00	\$ 23,000.00
2	0	\$0.00	\$ 0.00
TOTAL	1,000	\$23.00	\$23,000.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 1,000 to 0

Year 2 price from \$23.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Other (Explain)

Senior Citizen Educations Training

DESCRIPTION

This Community planning and education will provide fire evacuation safety training at no cost to Senior Citizen communities in the City of Detroit. To make people aware of fire prevention procedures and practices. What to do and not to do in an emergency situation. The 2 hour training includes 1 hour of NFPA fire safety training and 1 hour of evacuation drill training

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	50	\$256.00	\$ 12,800.00
2	0	\$0.00	\$ 0.00
TOTAL	50	\$256.00	\$12,800.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Year 2 quantity from 50 to 0

Year 2 price from \$256.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Agreement Articles

Program: Fiscal Year 2018 Fire Prevention & Safety

Recipient: DETROIT, CITY OF

DUNS number: 058786077

Award number: EMW-2018-FP-00588

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FP-00588	2. Amendment No. N/A	3. Recipient No. 38-6004606	4. Type of Action AWARD	5. Control No. WX02678N2019T		
6. Recipient Name and Address DETROIT, CITY OF 1301 3RD ST DETROIT, MI 48226		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Eric Jones		9a. Phone No. 3135962901	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program	10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/04/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/11/2019 to 09/10/2020 Budget Period 09/11/2019 to 09/10/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FP&S	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$287,904.76	\$287,904.76	\$14,395.24
Totals			\$0.00	\$287,904.76	\$287,904.76	\$14,395.24
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	09/04/2019



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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October 2, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept FY 2020 Auto Theft Prevention Authority (ATPA) – Oakland County Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) – Oakland County Grant for a total of \$55,001.00. The State share is \$55,001.00 of the approved amount, and there is a required cash match of \$36,666.00. The total project cost is \$91,667.00. The grant period is October 1, 2019 through September 30, 2020.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Oakland County Sheriff's Office. The funding allotted to the department will be utilized to pay for salaries, fringe benefits and overtime for police officers. This is a reimbursement grant.

I respectfully ask your approval to accept in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$55,001.00, to implement innovative programs to address auto theft and fraud in partnership with Oakland County Sheriff's Office; and

WHEREAS, the Grant was adopted in the FY 2020 budget under appropriation 20604; and

WHEREAS, this request has been approved by the Law Department; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit.

**2020 AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF DETROIT**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Detroit, a Michigan Municipal Corporation ("Municipality").

PURPOSE OF AGREEMENT. The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds for expenses that it incurs related to the Oakland County Auto Theft Program (ATPA), a multijurisdictional auto theft prevention and recovery task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate ATPA agreement, the Municipality is responsible for providing a full-time employee for participation in ATPA and for all costs associated with that employment.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying ATPA-related costs.

The County intends to use a portion of the Grant funds to reimburse the municipality, as described below, subject to the terms and conditions of this agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.2. **Grant** means the 2020 Automobile Theft Prevention Authority Grant, (Exhibit A).
2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – 2020 Automobile Theft Prevention Authority Grant.
 - 2.2. **Exhibit B** – Memorandum of Agreement and participating local police departments.

3. COUNTY RESPONSIBILITIES.

- 3.1. The County will reimburse the Municipality, up to 60% of the total, for qualifying ATPA-related overtime including ATPA officers' salaries, fringe benefits, overtime, vehicle usage, cell phone, MAATI and IAATI dues, as described in the Grant agreement (Exhibit A).
- 3.2. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:
 - a. The Municipality is not presently disbarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Has not within a three-year period preceding this application been convicted of or has a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

4. **TERM.**

- 4.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement and any amendments hereto shall end three (3) years from the date the Grant period is closed.

5. **ASSURANCES.**

- 5.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 5.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

6. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) days notice to the other Party. The effective date of termination shall be clearly stated in the notice.
7. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
8. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
9. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
10. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
11. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
12. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
14. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
15. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 15.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.
 - 15.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Detroit, 20 Atwater, Detroit, Michigan 48226
 - 15.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
16. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ **DATE:** _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ **DATE:** _____
Printed Name:
Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ **DATE:** _____
Printed Name:
Title:

WITNESSED: _____ **DATE:** _____
Printed Name:
Title:

COUNTY OF OAKLAND SHERIFF DEPARTMENT					
OAKLAND COUNTY AUTO THEFT SQUAD (OCAT)					
COMBINED BUDGET DETAIL					
G-8-20					
	2019	2020			Percent
	BUDGET	APPLICATION	BUDGET	ATPA STAFF	60%
		BUDGET	MODIFICATION	RECOMM	ATPA
					SHARE
SWORN EMPLOYEES					
(6) Oakland Co. Deputies & (1) Sgt.	525,169	535,670		535,670	321,402
Employees Benefits:	335,492	352,424		352,424	211,454
Overtime	105,036	107,136		107,136	64,282
(1)Hazel Park PD-Detective	64,669	64,834		64,834	38,900
Employees Benefits:	25,879	29,250		29,250	17,550
Overtime	19,401	19,452		19,452	11,671
(1)Royal Oak PD -Officer	67,578	69,268		69,268	41,561
Employees Benefits:	61,052	77,028		77,028	46,217
Overtime	13,515	13,854		13,854	8,312
(1)Farmington Hills PD-Detective	74,704	76,198		76,198	45,719
Employees Benefits:	50,860	51,851		51,851	31,111
Overtime	14,940	15,240		15,240	9,144
(1) Detroit PD-Detective	57,678	57,678		57,678	34,607
Employees Benefits:	18,711	18,711		18,711	11,227
Overtime	15,278	15,278		15,278	9,167
(1)Southfield-Detective	69,370	70,757		70,757	42,454
Employees Benefits:	77,494	77,494		77,494	46,496
Overtime	13,874	14,151		14,151	8,491
TOTAL SWORN EMPLOYEES	1,610,700	1,666,274	-	1,666,274	999,764
OTHER EMPLOYEES					
(1) Admin Asst. - Part-time Deputy - Oakland CO	22,831	22,830		22,830	13,698
Employees Benefits	1,591	1,647		1,647	988
TOTAL OTHER EMPLOYEES	24,422	24,477		24,477	14,686
VEHICLES					
(11) vehicles at \$12,000	70,000	132,000		132,000	79,200
(1) Farmington Hills vehicle Usage	10,000	20,000		20,000	12,000
	10,000			-	-
	10,000			-	-
	10,000			-	-
	10,000			-	-
TOTAL VEHICLES	120,000	152,000	-	152,000	91,200
FIELD OPERATIONS					
Inv. Supplies	3,600	7,200		7,200	4,320
Cell Phones	-	1,500		1,500	900
MAATI and IAATI dues	780	730		730	438
Conference Training	12,000	24,000		24,000	14,400
Maintenance for LPR	6,132	2,240		2,240	1,344
2 GPS Tracker Units	11,550	2,046		2,046	1,228
	-	-		-	-
	-	-		-	-
TOTAL FIELD OPERATIONS	34,062	37,716	-	37,716	22,630
OFFICE OPERATIONS					
Supplies	2,400	4,800		4,800	2,880
Cell Phones	8,910	8,910		8,910	5,346
Office phones				-	-
Furniture (for move - one time cost)				-	-
Cable and Telephone Wiring				-	-
TOTAL OFFICE OPERATIONS	11,310	13,710	-	13,710	8,226
GRAND TOTAL	1,800,494	1,894,177	-	1,894,177	1,136,506
REIMBURSEMENT PERCENT	60%				60%



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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September 26, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate FY 2020 Auto Theft Prevention Authority (ATPA) Grant

The Michigan State Police has awarded the City of Detroit Fire Department with the FY 2020 Auto Theft Prevention Authority (ATPA) Grant for a total of \$178,292.00. The State share is \$178,292.00 of the approved amount, and there is a required cash match of \$118,861.00. The total project cost is \$297,153.00. The grant period is October 1, 2019 through September 30, 2020.

The objective of the grant is to implement innovative programs to address auto theft and fraud. The funding allotted to the department will be utilized to help the department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20692, with the match amount coming from appropriation number 00065.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Fire Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$178,292.00, to implement innovative programs to address auto theft and fraud; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director for the Office of Development and Grants is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20692, in the amount of \$297,153.00, which includes a cash match coming from Appropriation 00065, for the FY 2020 Auto Theft Prevention Authority (ATPA) Grant.

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; COMPLIANCE: Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2019 at MSPATPA@michigan.gov. Do not send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Detroit Fire Department		Project Title/Acronym Combating Vehicle Arson Fraud	
Address 1301 Third Street	City Detroit	State MI	ZIP Code 48226
Total Grant Award \$297,153	ATPA Award \$178,292	Match Requirement \$118,861	
Grant Period Start Date October 1, 2019	Grant Period End Date September 30, 2020	Project Number 04-20	
Authorized Official Chief Patrick McNulty	Project Director Mr. Derek Hillman	Financial Contact Ms. La Tonya Finley	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2019, to September 30, 2020.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
 - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
 - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, or making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
 - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs
- are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
- o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
- o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.

- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.

- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- | | |
|---|--|
| - Number of 14 point motor vehicle theft (MVT) related arrests. | - Number of passenger vehicles recovered. |
| - Number of 12 point MVT related arrests. | - Dollar value of passenger vehicles recovered. |
| - Number of ten point MVT related arrests. | - Number of other vehicles recovered. |
| - Number of eight point MVT related arrests. | - Dollar value of other vehicles recovered. |
| - Number of six point MVT related arrests. | - Number of parts/equipment recovered. |
| - Number of four point MVT related arrests. | - Dollar value of parts/equipment recovered. |
| - Number of two point MVT related arrests. | - Number of commercial vehicles recovered. |
| - Number of Insurance fraud related arrests. | - Dollar value of commercial vehicles recovered. |
| | - Dollar amount deposited into forfeiture account. |

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- | | |
|--|--|
| - Number of cases initiated. | - Number of cases disposed by trial (jury/judge). |
| - Number of preliminary exams held. | - Number of defendants convicted on original charge. |
| - Number of preliminary exams waived. | - Number of defendants convicted on reduced charge. |
| - Number of cases disposed pre-trial. | - Number of defendants incarcerated. |
| - Number of defendants who pled guilty to original charge. | - Number of defendants fined/placed on probation. |
| - Number of defendants who pled guilty to lesser included offense. | - Dollar amount of restitution ordered. |
| - Number of plea bargain dismissals. | - Number of defendants convicted of insurance fraud. |
| - Number of other dismissals. | |

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.

- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-19 to 12-31-19	01-31-20
	Financial Report (GRANTS-035)	10-01-19 to 12-31-19	01-31-20
	Progress Report (GRANTS-037)	01-01-20 to 03-31-20	04-30-20
	Financial Report (GRANTS-035)	01-01-20 to 03-31-20	04-30-20
	Progress Report (GRANTS-037)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	07-01-20 to 09-30-20	10-15-20
	Progress Report (GRANTS-037)	07-01-20 to 09-30-20	10-31-20

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159l	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement In Application for Title	257.254	12
Forged License Documents/License Plates	257.257	8
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4611	14
Interstate Transportation of Stolen Motor Vehicle	750.635	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVII. Arrest Ranking

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

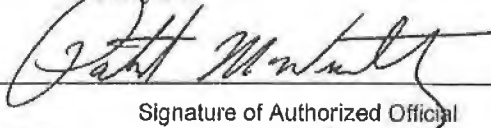
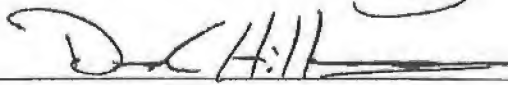
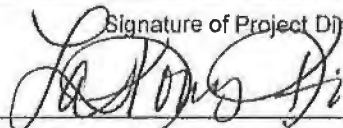
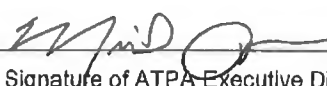
This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Patrick McNulty		9/11/19
Printed Name of Authorized Official	Signature of Authorized Official	Date
Derek Hillman		9-11-19
Printed Name of Project Director	Signature of Project Director	Date
LATONYA FINLEY		9-11-19
Printed Name of Financial Contact	Signature of Financial Contact	Date
MICHAEL JOHNSON		9/23/19
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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October 2, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2020 Auto Theft Prevention Authority (ATPA) - Grosse Point East Side Action Team Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) - Grosse Point East Side Action Team Grant for a total of \$137,625.00. The State share \$137,625.00 of the approved amount, and there is a required cash match of \$91,750.00. The total project cost is \$229,375.00. The grant period is October 1, 2019 through September 30, 2020. The grant was adopted in the FY 2020 budget in the amount of \$208,850.00. The grant was awarded at a higher value than was budgeted. We are asking for an increase in appropriation 20603, in the amount of \$20,525.00, in order to reflect the total project cost of \$229,375.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Grosse Pointe Park Public Safety and the Harper Woods Police Department. The funding allotted to the department will be utilized to help the Department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20603, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC: Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

CITY CLERK: 2019 OCT 02 PM 01:00

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$137,625.00, to implement innovative programs to address auto theft and fraud, in partnership with Grosse Pointe Park Public Safety and the Harper Woods Police Department; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for Appropriation number 20603, in the amount of \$20,525.00, in order to equal the total project cost of the grant, in the amount of \$229,375.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Auto Theft Prevention Authority (ATPA) - Grosse Pointe East Side Action Team Grant.

**Memorandum of Agreement
Between
Grosse Pointe Park Public Safety
and
Harper Woods Police Department
and
Detroit Police Department**

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Grosse Pointe Park Public Safety, referred to hereinafter as the Grantee, and Harper Woods Police Department, Detroit Police Department.

Grosse Pointe Park Public Safety, Harper Woods Police Department, Detroit Police Department, are collectively referred to hereinafter as ACTION.

II. PURPOSE

The purpose of this Agreement is to set forth the conditions and responsibilities of ACTION as stated in the Auto Theft Prevention Authority (ATPA) Grant Contract.

III. AGREEMENT

ACTION is committed to accomplishing the following objectives as outlined in the ATPA Grant Contract between the ATPA and the Grantee.

Grosse Pointe Park Public Safety will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress and reimbursement requests from participating agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the designated due dates.

Harper Woods Police Department will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.

- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Detroit Police Department will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grantee, compiled, and forwarded to the ATPA by the designated due date.
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract.
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

IV. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Grosse Pointe Park Public Safety:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Harper Woods Police Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Detroit Police Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

V. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2019, through September 30, 2020, unless terminated early, as hereinafter set forth.

VI. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least thirty (30) days advance written notice of termination is given to the non-terminating parties by the terminating party.

VII. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. Any party may change its authorized representative(s) or address for an authorized representative during the term of this Agreement by providing written notice to the other parties in accordance with Section IV above. It is not necessary to amend this Agreement for the sole purpose of changing an authorized representative or address for an authorized representative.

VIII. SIGNATORIES

Grosse Pointe Park Public Safety

Date

Harper Woods Police Department

Date

Detroit Police Department

Date

GROSSE POINTE PARK PUBLIC SAFETY		
ACTION TEAM		
COMBINED BUDGET DETAIL		
G-1-20		
		Percent
	2020	60%
	ATPA STAFF	ATPA
	RECOMM	SHARE
SWORN EMPLOYEES		
(1) Detroit Police-Sergeant	75,405	45,243.00
Fringe Benefits	24,130	14,478.00
Overtime	11,311	6,786.60
(1) Detroit Police-Patrolman	63,625	38,175.00
Fringe Benefits	20,360	12,216.00
Overtime	9,544	5,726.40
TOTAL SWORN EMPLOYEES	204,375	122,625.00
VEHICLES		
(2) vehicles	25,000	15,000.00
TOTAL VEHICLES	25,000	15,000.00
GRAND TOTAL	229,375	137,625.00
REIMBURSEMENT PERCENT		60%



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

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October 2, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2020 Auto Theft Prevention Authority (ATPA) – South East Auto Theft Team Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) – South East Auto Theft Team Grant for a total of \$52,841.00. The State share is \$52,841.00 of the approved amount, and there is a required cash match of \$35,227.00. The total project cost is \$88,068.00. The grant period is October 1, 2019 through September 30, 2020. The grant was adopted in the FY 2020 budget in the amount of \$86,483.00. The grant was awarded at a higher value than was budgeted. We are asking for an increase in appropriation 20606, in the amount of \$1,585.00, in order to reflect the total project cost of \$88,068.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud in partnership with Garden City Police Department, Washtenaw County Sheriff's Department, and the Michigan Department of State. The funding allotted to the department will be utilized to help the Department stop car-jacking, embezzlement, and other auto-related crimes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20606, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC: Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from the Michigan State Police, in the amount of \$52,841.00, to implement innovative programs to address auto theft and fraud, in partnership with Garden City Police Department, Washtenaw County Sheriff's Department, and the Michigan Department of State; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for Appropriation number 20606, in the amount of \$1,585.00, in order to equal the total project cost of the grant, in the amount of \$88,068.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Auto Theft Prevention Authority (ATPA) – South East Auto Theft Team Grant.

**Memorandum of Agreement
Between
Michigan State Police
and
Detroit Police Department
and
Garden City Police Department
and
Washtenaw County Sheriff's Department
and
Michigan Department of State**

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between Michigan State Police, referred to hereinafter as the Grantee, and Detroit Police Department, Garden City Police Department, Washtenaw County Sheriff's Department, Michigan Department of State.

Michigan State Police, Detroit Police Department, Garden City Police Department, Washtenaw County Sheriff's Department, Michigan Department of State, are collectively referred to hereinafter as SEATT.

II. PURPOSE

The purpose of this Agreement is to set forth the conditions and responsibilities of SEATT as stated in the Auto Theft Prevention Authority (ATPA) Grant Contract.

III. AGREEMENT

SEATT is committed to accomplishing the following objectives as outlined in the ATPA Grant Contract between the ATPA and the Grantee.

Michigan State Police will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress and reimbursement requests from participating agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the designated due dates.

Detroit Police Department will:

- a. Reduce the number of auto thefts in grant coverage area, as grant coverage area is defined in the ATPA Grant Application, by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.

- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Garden City Police Department will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Washtenaw County Sheriff's Department will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

Michigan Department of State will:

- a. Reduce the number of auto thefts in grant coverage area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities, and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies and UCR requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grantee the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress and reimbursement requests to the Grantee by the designated due dates.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grantee, compiled, and forwarded to the ATPA by the designated due date.
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract.
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

IV. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person;
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Michigan State Police:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Michigan Department of State:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Detroit Police Department:

Contact: *Diana Rivers, Program Analyst - Police*
Address: *1301 Third Street, 16th Floor*
City, State, Zip: *Detroit MI 48226*
Telephone: *(313) 594-2105*
Email: *riversq35@detroitmi.gov*

Garden City Police Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Washtenaw County Sheriff's Department:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

V. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2019, through September 30, 2020, unless terminated early, as hereinafter set forth.

VI. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least thirty (30) days advance written notice of termination is given to the non-terminating parties by the terminating party.

VII. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive statement of the Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations,

proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. Any party may change its authorized representative(s) or address for an authorized representative during the term of this Agreement by providing written notice to the other parties in accordance with Section IV above. It is not necessary to amend this Agreement for the sole purpose of changing an authorized representative or address for an authorized representative.

VIII. SIGNATORIES

Michigan State Police

Date

Detroit Police Department

Date

Garden City Police Department

Date

Washtenaw County Sheriff's Department

Date

Michigan Department of State

Date

SOUTH EAST AUTO THEFT TEAM (SEATT)					
DETROIT PD BUDGET DETAIL					
G-17-20					
					Percent
	2019		2020		60%
	BUDGET	APPLICATION	BUDGET	ATPA STAFF	ATPA
		BUDGET	MODIFICATION	RECOMM	SHARE
SWORN EMPLOYEES					
Salaries & Wages:					
(1)Detroit PD-Detective	59,363	62,681		62,681	37,609
Fringe Benefits	19,257	20,685		20,685	12,411
Overtime	4,452	4,702		4,702	2,821
TOTAL SWORN EMPLOYEES	83,072	88,068	-	88,068	52,841
REIMBURSEMENT PERCENT	60%				60%



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY: 711
(313) 224-1464
WWW.DETROITMI.GOV

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October 22nd, 2019

HONORABLE CITY COUNCIL

RE: Petition #1107 – Detroit Sports Commission, request to hang approximately 111 banners at Ford field, Gratiot Ave., Washington Blvd., Michigan Ave., Lafayette Blvd. and St. Antoine St. from December 9th, 2019 to January 1st, 2020.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. **One hundred eleven (111) banners** are to be located along Brush St. from Beacon St. to Fisher Fwy. Service Dr.; E. Montcalm St./ St. Antoine St. from Brush St. to Beacon St.; Beacon St. from Brush St. to St. Antoine St.; Washington Blvd. from W. Lafayette Blvd. to Park Ave.; Gratiot Ave. from Randolph St. to Brush St.; W. Lafayette Blvd. from 2nd Ave. to Griswold St.; First St. from W. Fort St. to W. Lafayette Blvd.; St. Antoine St. from Monroe St. to Macomb St.
2. The duration of banner installation shall be from December 9th, 2019 to January 1st, 2020.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called “Happy Faces”).
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization’s logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization’s boundaries.



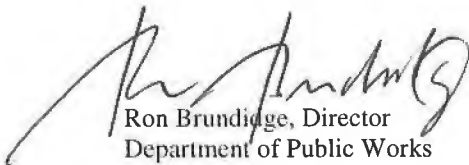
HONORABLE CITY COUNCIL (Cont.)

Petition #1107

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Gratiot Avenue is a state trunk line in the above location, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

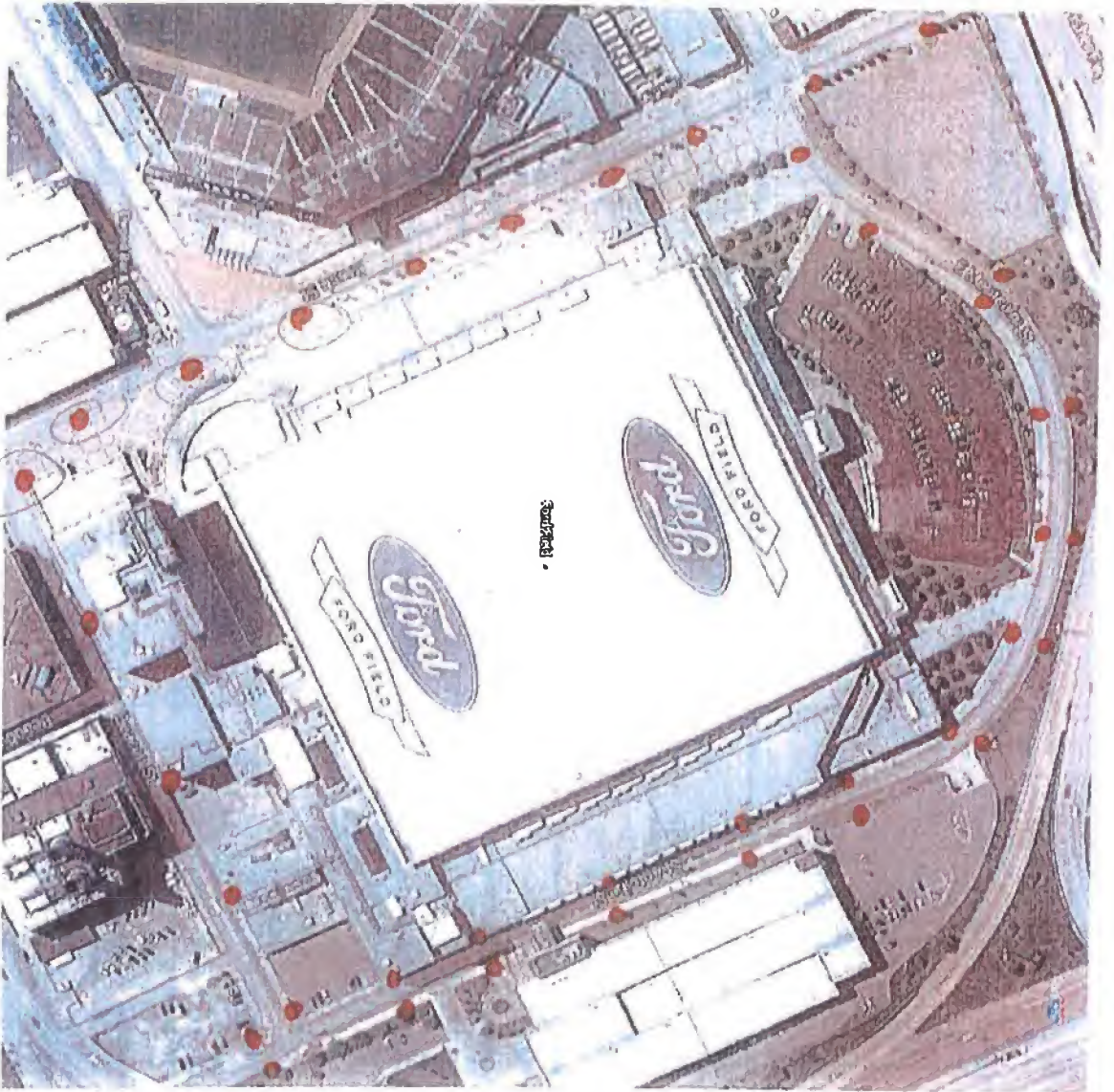
Respectfully Submitted,



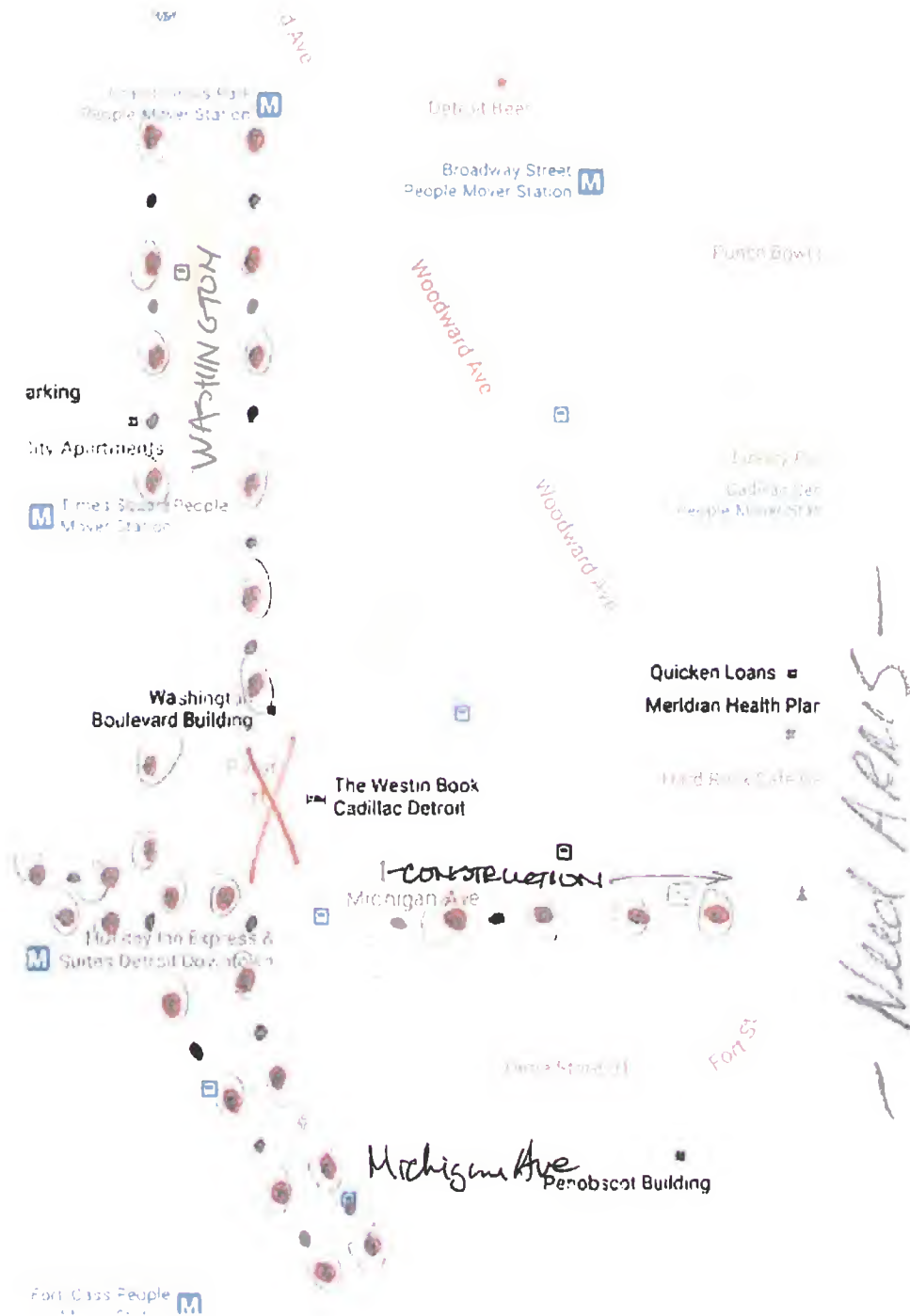
Ron Brundage, Director
Department of Public Works

Copy: Arthur Jemison, Mayor's Office
Linda Vinyard, Mayor's Office
Caitlin Marcon, DPW
Ashok Patel, DPW Traffic Engineering Division





Every second pole: total 38 poles



Hiker



BRUSH ST.

Station 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

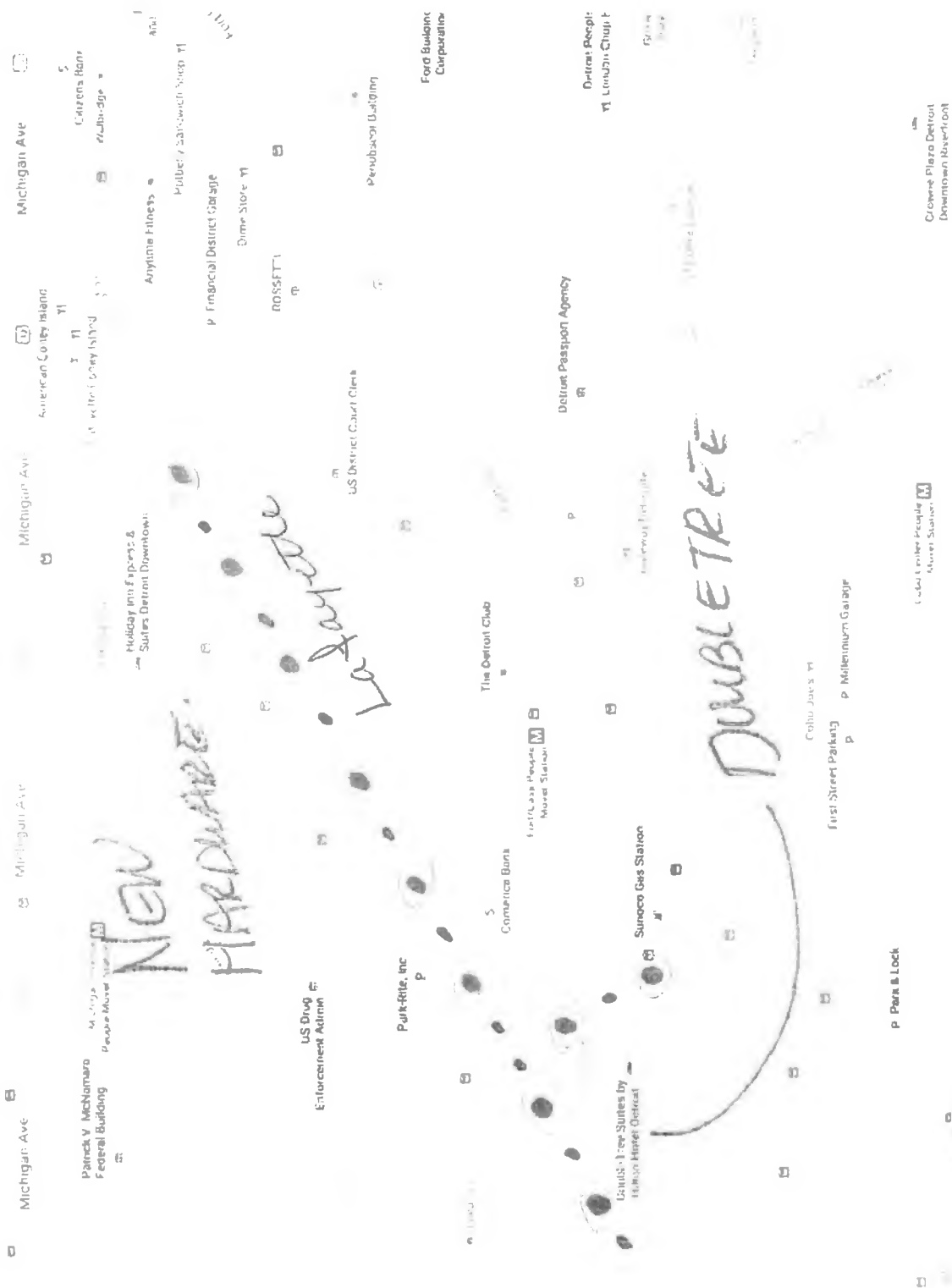
Handwritten notes

GRAVITY

Need

Station 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Station 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



GREET TOWN.

CASINO
HOTEL

New
Orleans

St. Aubine



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY: 711
(313) 224-1464
WWW.DETROITMI.GOV

38

October 22nd, 2019

HONORABLE CITY COUNCIL

RE: Petition #1108 – College for Creative Studies, request to put up banners on Milwaukee Ave., Baltimore Ave., Woodward Ave., 2nd Ave., Kirby St., John R St., Frederick St., Cass Ave. and Brush St. from December 3rd, 2019 for an indefinite period with the petitioner planning to renew the permit.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. **Eighty three (83)** Banners are to be located along CCS Midtown and New Center campus as shown in the attached map.
2. The duration of banner installation shall be from December 3rd, 2019 through December 3rd, 2020.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.

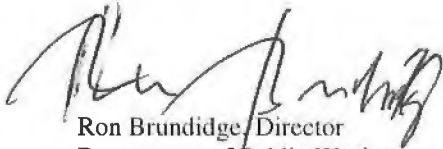


HONORABLE CITY COUNCIL (Cont.)
Petition #1108

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Woodward Ave is a state trunk line in the above location, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

Respectfully Submitted,



Ron Brundidge, Director
Department of Public Works

Copy: Arthur Jemison, Mayor's Office
Linda Vinyard, Mayor's Office
Caitlin Marcon, DPW
Ashok Patel, DPW Traffic Engineering Division



Banner
SIGN CO.
—EXT. 712—



- Light Poles requested for Banner Installation
- ▲ Pedestrian Light Poles requested for Banner Installation (If in PLA jurisdiction)

City of Detroit

CITY COUNCIL


39

RAQUEL CASTAÑEDA-LÓPEZ
COUNCIL MEMBER
DISTRICT 6

MEMORANDUM

TO: David Bell, Director
Buildings, Safety Engineering, and Environmental Department

THRU: Council President Brenda Jones

FROM: Council Member Raquel Castañeda-López 

DATE: October 31, 2019

RE: Fort Iron and Metal Neighborhood Health Concerns

It has come to my attention that Fort Iron and Metal (9607 Dearborn St, Detroit, MI 48209) continues to be a neighborhood nuisance, having a significant negative impact on the quality of life for residents living in the surrounding area.

We have received the following complaints:

1. Excessive dust coming from the facility and, especially for residents directly across the street, literally covering homes with a film of dust;
2. Dirty trucks moving through the community on residential streets;
3. Semis idling and parking on the street;
4. Tall piles of metal and debris; and
5. Street sweeping being done occasionally, but no water being used thereby kicking up dust and putting contaminants into the air.

I am requesting the following action and/or information:

1. What can be done for residents surrounding the business (e.g. tree planting, other vegetative buffering, etc.) to mitigate noise and adverse health impact?
2. Updates on the business' fugitive dust control plan specifically as it relates to:
 - a. Paving the truck driving surface in full, including from the delivery area and the exit ramps
 - b. Laying of rock in the yard to minimize dust, if paving has not yet been completed
 - c. Status on installation of a tire washing unit at the yard
 - d. Status on installation of rumble strip guards at the yard exit ramp
 - e. List of daily street sweeping and water truck records and inspection of trucks to ensure functionality of both

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City of Detroit

CITY COUNCIL

- f. Record of periodic inspection, and maintenance (if it was needed), of tire washing system
 - g. Photo confirmation of posted 10mph limit signs along the plant road
- 3. How many tickets have been issued to the business?
- 4. Please conduct an inspection as soon as possible to see what can be done to hold the business accountable.
- 5. What is the timeline for hiring a new air quality specialist?

Please feel free to reach out to my office with questions at (313) 224-2450.

Cc: Honorable Detroit City Council
Stephanie Washington, City Council Liaison, Mayor Duggan's Office
City Clerk

City of Detroit

CITY COUNCIL

RAQUEL CASTAÑEDA-LÓPEZ
COUNCIL MEMBER
DISTRICT 6

MEMORANDUM

TO: Dave Bell, Director, BSEED
THRU: Council President Brenda Jones
FROM: Council Member Raquel Castañeda-López
DATE: October 31, 2019
RE: Truck Driving School Concerns



My office has received numerous complaints from residents regarding the truck driving school located at 1411 Central Avenue, including reports of large trucks routinely driving carelessly and parking on residential roads, endangering children and community members, and damaging parked cars. Further,

Please provide information regarding whether this truck driving school is in compliance with all zoning and licensing requirements. What authority does the City have to regulate or relocate this school in order to limit the negative impact on the surrounding community?

Please feel free to reach out to my office with questions at (313) 224-2450.

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Cc: Honorable Detroit City Council
Stephanie Washington, City Council Liaison, Mayor Duggan's Office
City Clerk

City of Detroit

CITY COUNCIL

RAQUEL CASTAÑEDA-LÓPEZ
COUNCIL MEMBER
DISTRICT 6

MEMORANDUM

TO: David Whitaker, Director, Legislative Policy Division
THRU: Council President Brenda Jones
FROM: Council Member Raquel Castañeda-López 
DATE: November 1, 2019
RE: Resolution Recognizing Trans Day of Remembrance

I am requesting that the Legislative Policy Division work with my office to draft a resolution recognizing Trans Day of Remembrance, which is November 20, 2019.

Please contact my office for more information. Thank you.

Cc: Honorable Detroit City Council
Stephanie Washington, Mayor's Liaison
City Clerk

CITY CLERK 2019 NOV 1 PM 1:51